

JUVENILE BOARD RESOLUTION

As a part of the computerized software conversion endorsed by the Texas Juvenile Justice Department – Judge Carroll makes a motion, seconded by Judge Grubbs, without affecting the rights of any victims or third parties, to authorize the Ellis County Juvenile Services Department (“Department”) to waive, discharge, and write-off \$191,002.66 of *non-collectible* juvenile community supervision fees, restitution, and court costs originally assessed in connection with approximately 753 cases, all of which were closed during the time period of January 1, 1996 – July 31, 2014 and are no longer under the supervision of the Department: subject to consent by the Ellis County Commissioners’ Court to waive, discharge, and write-off same.



With your purchase of Liebert power products, you now have the best critical support equipment available. As you choose the appropriate levels of service support for this equipment, please consider the following.

To ensure top performance, reliability and duration of its equipment, Liebert Corporation recognizes Emerson Network Power, Liebert Services, Inc., ("Liebert Services") as the *only* authorized service provider for the power product line (UPS/Battery, Static Transfer Switch, Power Distribution Units, and Monitoring Products). In order to meet the objective of providing the high level of service required for all Liebert product customers, Liebert Services has invested in the very best individuals to create the strongest support organization in the industry. With over 450 technical experts and support personnel located in 80 major cities across the US, more than 21 of service industry experience, a 24/7/365 fully staffed Customer Response Center, multi-level parts distribution system, and 24/7 available Technical Support Group, Liebert Services offers the most comprehensive power product service programs existing today.

While other companies can service Liebert equipment, there are distinct advantages in having the Original Equipment Manufacturer (OEM) perform the service. These are specific to the level of information, materials, and expertise maintained solely by the OEM, and are the basis for Sole Source Qualification. Below is a summary of those exclusive advantages.

- **Factory Training**
 - Liebert Services Customer Engineers ("CE") are the only service technicians who are trained by Liebert to service Liebert Products. Their level of training is kept up to date by participation in refresher training courses each year.
 - No other organization is authorized to have their field technicians participate in Liebert maintenance training programs.
 - Training achievement certificates are provided to each participant who successfully completes a course at the Emerson Network Power Training Facility.

- **Start up Services**
 - Liebert standard factory warranty of 12 months from date of start up is only valid with start up by a Liebert Services CE.
 - Start up performed by an outside service organization reduces equipment warranty to 90 days parts only.

- Maintenance and Troubleshooting Information
 - Liebert Services CEs have instant access to TKO – Technical Knowledge Online. This database includes the latest in maintenance and troubleshooting techniques specific to Liebert equipment.
 - The information available through TKO is only accessible to the Liebert CE and includes proprietary information like equipment schematics.

- Part Availability
 - Part support is available to all customers and service providers.
 - Part priority is given to Liebert Services' contract customers to make certain that Liebert Services meets its contractual obligations.
 - To guarantee availability for contract customers, standard lead times apply for all part orders from non-contract customers and outside service providers.

- Technical Support
 - Liebert Tech Support exists solely to support Liebert's field service organization and is not available to outside service organizations.
 - The Tech Support Group is composed of long tenured factory engineers who engage in complex start-up activities, support the Liebert CE in difficult troubleshooting situations, and develop equipment modifications that improve system performance. The average number of years.

- Field Modifications – Field Change Notice ("FCN")
 - The Liebert FCN process is managed by the Tech Support Group and Liebert factory personnel.
 - FCN is a system engineering improvement introduced to enhance the safety and reliability of Liebert's critical power systems.
 - Safety related FCNs are distributed to the Liebert customer contact on file. *Liebert contract customers are automatically notified and scheduled for installation.*
 - Technological FCN enhancements are only available to Liebert contract customers at no charge.

Liebert Services wide range of offerings for system Start Up, preventative maintenance, emergency service, battery management, service & project management, and customer training are available through your local Liebert Representative Office, or by calling 1-800-LIEBERT.

Regards,

Simone Walzel

Simone Walzel
Area Sales Manager, Liebert Services

Preventive Maintenance Quote Q02222769

Dear Teral,

Thank you for your interest in Emerson Network Power, Liebert Services. We are pleased to submit the following proposal for your review and consideration.

As the rate of change and complexity in your data center increases, Emerson Network Power is the dedicated partner that you need to help you achieve your goals.

Please complete all required fields on the signature page and attach your Purchase Order to assist timely order processing. Should you have any questions regarding the proposal, feel free to contact me directly at (469) 467-4000. I look forward to your response and the opportunity to work together to improve your data center investment.

Sincerely,

Bonnie Morris

717 Taylor Drive

Plano, TX 75074

PHONE (469) 467-4062

FAX (469) 467-4063

EMAIL bmorris@tplan.com

Order Q02222769

Liebert UPS / Power / Battery Services:

- We are the Original Equipment Manufacturer and the experts on Liebert equipment with access to updates and changes, knowledge of engineering specifications, current issues and how to fix them correctly.
- Our factory trained service force is twice the size of the next largest competitor with over 650 customer engineers and field technicians in the United States alone; everywhere in the US the most knowledgeable engineers and technicians available, will cover you.

Standard Maintenance Contracts :

Site #: 123384

Tag #	Description	Model #	Annual PM Qty.	Coverage Type (Coverage Dates)	Coverage Amount
1495943	NPOWER 100-130	37SA130A0C6EA09	2	ESSENTIAL (11/8/2014) - (11/7/2015)	\$5,629.20
1495944	SEALED BATTERY	37BP130XPX1BNL	4	ESSENTIAL (11/8/2014) - (11/7/2015)	\$3,501.00

Total price not including tax: USD \$9,130.20
any tax required must be included in customer purchase order

STATIONARY BATTERY SYSTEMS VRLA (SEALED) BATTERY SCOPE OF WORK

ESSENTIAL SERVICE (4)

- Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Liebert Services' Service city.
- Includes 1-800-LIEBERT Customer Response Center.
- Includes 100% corrective labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii. Does not include labor for full-string replacement.
- Includes access to Liebert Services Customer Services Network On-Line Internet portal.
- Includes battery recycling as required, with documentation meeting EPA requirements.
- Performed by Liebert factory trained Battery Specialist or Customer Engineers.
- Preventive Maintenance Service scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
- For 3-Phase UPS customers, includes three Quarterly and one Annual PM.
- Single Jar Replacement Service for Lead Acid Batteries: Includes freight, labor, disposal and batteries. Subject to limitations as stated below.
- Subject to all Terms & Conditions as noted in the Liebert Services Terms & Conditions.

SERVICE PERFORMED

****During the initial PM visit, an Annual Service PM must be performed****

Quarterly Service

Inspect the appearance and cleanliness of the battery and the battery room. Clean normal jar top dirt accumulation (to be done only with battery off line).
Measure and record the total battery float voltage and charging current.
Measure and record the overall AC ripple voltage.
Measure and record the overall AC ripple current.
Visually inspect the jars and covers for cracks and leakage.
Visually inspect for evidence of corrosion.
Measure and record the ambient temperature.
Verify the integrity of the battery rack/cabinet.
Measure and record 100% of the jar temperatures.
Measure and record the float voltage of all jars.
Measure and record all internal ohmic readings.
Provide a detailed written report noting any deficiencies and corrective action needed, taken and/or planned.

Annual Service Includes the Above, Plus

Re-tighten all connections to the battery manufacturer's specifications, if required. Refer to the manufacturer's literature to determine if re-tightening is required.

Measure and record all battery connection resistances in micro-ohms, when applicable.

Corrective Maintenance Performed as Required

Refurbish cell connections as deemed necessary by the detailed inspection report.

Conditions for Single Jar Replacement Service for Lead Acid Batteries

The Customer is covered by an Essential or Preferred Contract.

The battery string is in overall good health as determined by Liebert Services; the battery string is not beyond expected service years or has had excessive single jar replacements that would make the string unstable.

Up to 10% of defective battery jars may be replaced within a 12-month period as exclusively determined by Liebert Services.

Contracts have no cash value for future years or full string battery replacements. Single jar replacement is limited to batteries in the original string.

Subject to Liebert Services Single Jar Replacement and Lead Acid Batteries Guidelines

UNINTERRUPTIBLE POWER SYSTEMS ALL 3-PHASE MODELS SCOPE OF WORK

ESSENTIAL SERVICE (2)

- Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Liebert Services' Service city.
- Includes 100% parts coverage (excluding batteries, air filters, and proactive full bank capacitor replacement.)
- Includes 1-800-LIEBERT Customer Response Center.
- Includes access to Liebert Customer Services Network On-Line Internet portal.
- Includes one Semi-Annual and one Annual Preventive Maintenance Service scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
- Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
- Performed by Liebert factory trained Customer Engineers.
- Subject to all Terms & Conditions as noted in the Liebert Services Terms & Conditions.

SERVICE PERFORMED

UPS Full Preventive Maintenance Service

Semi-Annual Service

1. Perform temperature check on all breakers, connections, and associated controls. Repair and/or report all high temperature areas.
2. Perform a complete visual inspection of the equipment including subassemblies, wiring harnesses, contacts, cables, and major components.
3. Check air filters for cleanliness. (if applicable)
4. Check module(s) completely for the following (if applicable):
5. Rectifier and inverter snubber boards for discoloration.
6. Record all voltage and current meter readings on the module control cabinet or the system control cabinet.

Annual Service Includes the Above, Plus

1. Check the inverter and rectifier snubbers for burned or broken wires.
2. Check all nuts, bolts, screws, and connectors for tightness and heat discoloration.
3. Check fuses on the DC capacitor deck for continuity (if applicable).
4. With customer approval, perform operational test of the system including unit transfer and battery discharge.
5. Calibrate and record all electronics to system specifications.
6. Check or perform Engineering Field Change Notices (FCN) as necessary.
7. Measure and record all low-voltage power supply levels.
8. Record phase-to-phase input voltage and currents.
9. Review system performance with customer to address any questions and to schedule any repairs.
10. Check power capacitors for swelling or leaking oil. (if applicable)
11. DC capacitor vent caps that have extruded more than 1/8". (if applicable)
12. Measure and record harmonic trap filter currents. (if applicable)

Battery Inspection Service - Performed During the UPS Semi-Annual and Annual PM Services.

1. Check integrity of battery cabinet (if applicable).
2. Visual inspection of the battery cabinet and/or room to include:

1. Check for NO-OX grease or oil on all connections (if applicable).
 2. Check battery jars for proper liquid level (if flooded cells).
 3. Check for corrosion on all the terminals and cables.
 4. Examine the physical cleanliness of the battery room and jars.
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3. Measure and record DC bus ripple voltage (if applicable).
 4. Measure and record total battery float voltage.

Note1: Preventive Maintenance usually requires a shutdown to ensure electrical connection integrity.

Note2: Customer should check air filters monthly for cleanliness and replace as necessary.

Note3: Above maintenance does not include System Control Cabinet, Power Tie, Breaker Cabinets, Load Bus Sync or Maintenance Bypass Cabinets.

Note4: The Battery Inspection Service listed above is only a visual inspection and is not intended to replace a full preventive maintenance program for the battery system.

Order Number: Q02222769

Purchase Order must be assigned to:
Emerson Network Power, Liebert Services, Inc.
610 Executive Campus Dr.
Westerville OH 43082

Payment remittance address:
Emerson Network Power, Liebert Services, Inc.
PO Box 70474
Chicago, IL 60673

FID# 43-1798453

PO should be e-mailed or faxed with signed proposal to:
Emerson Network Power, Liebert Services, c/o Bonnie Morris
Attn: Bonnie Morris
Email: bmorris@tplan.com
Fax: (469) 467-4086

Please complete the following information (All fields are required):

Purchase Order Number: _____ Purchase Order attached: Yes No

If PO **NOT** attached, please specify reason: _____

Invoice Delivery Method: Web Billing (Attach Instructions) Mail Other _____
 Accounts Payable Email _____ @ _____

Billing Contact Person: _____ Phone: _____

Email: _____ Fax #: _____

Bill-To Company Name: _____ Bill-To Address: _____

Federal Tax ID # _____ Bill-To City, ST Zip: _____

Tax Exempt: Yes (Attach tax exempt certificate) No

Site Services/IT Contact Person: _____ Phone: _____

**** COVERAGE DETAILS ****

For equipment not currently under a Service Agreement or for equipment for which the warranty has expired in excess of thirty(30) days, parts required to bring equipment back to manufacturers specifications are the responsibility of the Buyer and billable at the time of the first preventive maintenance visit or Service call. All pricing is valid only for Service coverage stated and is subject to change if this Proposal is modified in any way. This Proposal is valid for 45 days from the date of this Proposal unless otherwise noted. By acceptance of this Proposal, Buyer expressly manifests its assent to the Terms and Conditions of this Proposal, and agrees that if any provision of Buyer's Order or other document or communication from Buyer is inconsistent with any provision of these Terms and Conditions, regardless of the order or timing of the exchange of such document or communication, these Terms and Conditions shall prevail.

Signature of this agreement authorizes Seller to invoice for Services mentioned herein and to utilize the provided purchase order number. If a purchase order number is not used, then the Buyer authorizes and guarantees Seller the payment of such invoices by authority of the signature below.

Thank you for your business.

Proposed By: _____
Bonnie Morris 11/8/14

Bonnie Morris Date

Accepted By: _____

Buyer Signature Required Date

Printed Name Title Phone

SERVICES TERMS AND CONDITIONS

Emerson Network Power (Leber) Services, Inc. (fka Leber Global Services, Inc.) is herein referred to as the "Seller" and the customer or person or entity purchasing services ("Services") and parts required for Services ("Parts") from Seller is referred to as the "Buyer." These Services Terms and Conditions apply to any purchase order, acknowledgment, Seller's scope of work, or invoice from Seller relevant to the provision of Services and all documents incorporated by specific reference herein or thereon, constitute the complete and exclusive statement of the terms of this Agreement ("Agreement") governing the sale of Services and Parts by Seller to Buyer. Any discrepancies between the terms of the above referenced documents shall be resolved by Seller. Seller's acceptance of Buyer's purchase order is expressly conditional on Buyer's assent to all of the terms of this Agreement, including terms and conditions that are different from or additional to the terms and conditions of Buyer's purchase order. Buyer's acceptance of the Services and Parts will manifest Buyer's assent to the terms of this Agreement. Seller reserves the right in its sole discretion to refuse orders.

1. PRICE: Unless otherwise specified in writing by Seller, the price quoted or specified by Seller for the Services shall remain in effect for thirty (30) days after the date of Seller's quotation. Seller's scope of work or acknowledgment of Buyer's order for the Services, whichever occurs first, provided an unconditional authorization from Buyer for the performance of the Services is received and accepted by Seller within such time period. If authorization is not received by Seller within such thirty (30) day period, Seller shall have the right to change the price for the Services. All prices are exclusive of taxes, which are to be borne by Buyer. Unless otherwise specified by Seller, Parts will be furnished at Seller's then prevailing price.

2. TARIFF: Any current or future tax or governmental charge (or increase in same) affecting Seller's costs of Services or costs of production, sale, delivery or shipment of Parts, in which Seller is otherwise required to pay or collect in connection with the provision of Services and Parts shall be for Buyer's account and shall be added to the price or billed to Buyer separately at Seller's election.

3. TERMS OF PAYMENT: Unless otherwise specified by Seller, terms of payment are net 30 days from date of Seller's invoice. Seller shall have the right among other remedies, either to terminate this Agreement or to suspend further performance under this Agreement and/or other agreements with Buyer in the event Buyer fails to make any payment when due, which other agreements Buyer and Seller hereby amend accordingly. Buyer shall be liable for all expenses, including attorney's fees relating to the collection of past due amounts. If any payment owed to Seller is not paid when due, it shall bear interest, at a rate to be determined by Seller, which shall not exceed the maximum rate permitted by law from the date on which it is due until it is paid. Seller may preserve its interests at payment by enforcing any applicable mechanic's lien or construction or similar lien rights. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or security satisfactory to Seller may be required by Seller for future performance of Services or provision of Parts. If such cash payment or security is not provided in addition to Seller's other rights and remedies, Seller may discontinue performance of Services and provision of Parts. All purchases paid by credit card shall be charged a 2.0% usage surcharge of the invoice total for fees paid by Seller to accept credit card transactions.

4. SHIPMENT AND DELIVERY: While Seller will use all reasonable commercial efforts to maintain the performance dates acknowledged or quoted by Seller, all performance dates are approximate and not guaranteed. Seller, at its option, shall not be bound to tender delivery of any Parts for which Buyer has not provided shipping instructions and other required information. If the provision of Services or shipment of the Parts is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Seller for any and all storage costs and other additional expenses resulting therefrom. Unless otherwise specified by Seller, for sales of Parts in which the end destination of the Parts is outside of the United States, risk of loss and legal title to the Parts shall transfer to Buyer immediately after the Parts have passed beyond the territorial limits of the United States. For all other shipments, risk of loss and legal title shall pass from Seller to Buyer upon delivery to and receipt by carrier at Seller's shipping point. Notwithstanding the above risk of loss and legal title to Parts shall transfer to Buyer (i) when delivered by the individual providing the Services, or (ii) at the time Parts are placed in storage due to Buyer's delay or postponement. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and shall be submitted by Buyer directly to the carrier. Shortages or damages must be identified and signed for at the time of delivery.

5. LIMITED WARRANTY: Subject to the limitations of Section 6, Seller warrants that it will perform the Services as described in this Agreement and will exercise all reasonable skill, care and due diligence in the performance of the Services and shall perform the Services in accordance with professional practice. Seller warrants that all Services performed shall be free from faulty workmanship for a period of thirty (30) days from completion of Services. To the extent assignable, Seller assigns to Buyer any warranties that are made by manufacturers and suppliers of Parts EXCEPT AS SPECIFIED ABOVE. PARTS FURNISHED HEREUNDER ARE FURNISHED AS-IS, WHERE-IS, WITH NO WARRANTY WHATSOEVER. THE WARRANTIES SET FORTH IN THIS SECTION 5 ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER WITH RESPECT TO THE SERVICES AND PARTS AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE.

This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorized modification or alteration, use beyond rated capacity, unstable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of Seller. To the extent that Buyer or its agents have supplied specifications, information, representation of operating conditions or other data to Seller that is used in (i) the selection of the Services and/or Parts and (ii) the preparation of Seller's quotation and/or scope of work, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein that are affected by such conditions shall be null and void.

Buyer assumes all other responsibility for any loss, damage or injury to persons or property arising out of (i) connected with (ii) resulting from the use of Services or Parts, either alone or in combination with other parts.

6. LIMITATION OF REMEDY AND LIABILITY: THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER SHALL BE LIMITED TO, AT SELLER'S SOLE OPTION, EITHER CORRECT PERFORMANCE FOR THAT PORTION OF THE SERVICES FOUND BY SELLER TO BE DEFECTIVE OR REFUND OF THE PRICE PAID FOR SERVICES.

SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC SERVICES OR PARTS PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION.

BUYER AGREES THAT SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS SHALL NOT EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. The term "consequential damages" shall include but not be limited to loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred including without limitation for capital fuel power and loss of damage to property or equipment.

It is expressly understood that any technical advice furnished by Seller with respect to the use of the Parts and/or Services is given without charge and Seller assumes no obligation or liability for the advice given or results obtained, all such advice being given and accepted at Buyer's risk.

7. INSURANCE: Seller shall maintain the following insurance: (i) self-insurance coverage, Worker's Compensation in accordance with the statutory requirements of the state in which the work is performed, Employer's Liability with a limit of liability of \$2,000,000 per occurrence for bodily injury by accident or bodily injury by disease, Commercial General Liability (CGL) for bodily injury and property damage with a limit of \$2,000,000 per occurrence and aggregate, CGL includes Contractual Liability, CGL does not include Products and Completed Operations coverage which is self-insured, Automobile Liability insurance that covers usage of all owned, non-owned and leased vehicles and which is subject to a combined single limit per occurrence of \$2,000,000, Automobile Liability insurance includes Contractual Liability but no special endorsements. Additional information related to the insurance coverage provided by Seller can be found at www.marsh.com/marsh?icid=0800.

Buyer expressly acknowledges and agrees that Seller has set its prices and entered into this Agreement in reliance upon the limitations of liability, insurance coverage, and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties.

8. EXCUSE OF PERFORMANCE: Seller shall not be liable for delays in performance or for non-performance due to acts of God, war, epidemic, fire, flood, weather, sabotage, strikes or labor disputes, civil disturbances and disorders or riots, governmental requests, restrictions, allocations, laws, regulations, orders or actions, unavailability of or delays in transportation, default of suppliers or unforeseen circumstances, acts or omissions of Buyer including without limitation those specified in Section 10, or any events or causes beyond Seller's reasonable control. Performance of Services and delivery of Parts may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event

of any of the foregoing, but the balance of this Agreement shall otherwise remain unaffected as a result of the foregoing. If Seller determines that its ability to supply the total demand for the Services or Parts or to obtain material used directly or indirectly in the manufacture of the Parts is hindered, limited or made impracticable due to causes set forth in the preceding paragraph, Seller may delay performance of Services or allocate its available supply of the Parts among its purchases on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.

9. CANCELLATION: Buyer may cancel orders only upon reasonable advance written notice and upon payment to Seller of Seller's cancellation charges which include among other things all costs and expenses incurred and to cover commitments made by the Seller and a reasonable profit thereon. Seller's determination of such cancellation charges shall be conclusive.

10. CHANGES: Buyer may request changes or additions to the Services. In the event such changes or additions are accepted by Seller, Seller may revise the price and performance dates. Seller reserves the right to change designs and specifications for the Parts without prior notice to Buyer, except with respect to Parts being made-to-order for Buyer. Seller shall have no obligation to install or make such change in any Parts manufactured prior to the date of such change.

11. NUCLEAR/MEDICAL: SERVICES AND PARTS SOLD HEREUNDER ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR MEDICAL LIFE-SUPPORT AND RELATED APPLICATIONS. Buyer accepts Services and Parts with the foregoing understanding, agrees to communicate the same in writing to any subsequent purchaser or users and to defend, indemnify and hold harmless Seller from any claims, losses, suits, judgments and damages including incidental and consequential damages arising from such use, whether the cause of action be based in tort, contract or otherwise, including allegations that the Seller's liability is based on negligence or strict liability.

12. ASSIGNMENT: Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Seller, and any such assignment or delegation without such consent shall be void.

13. INSPECTION: Buyer shall have ten (10) days from the date of completion of each portion of the Services to inspect the Services, and in the event of any non-conformity, Buyer must give written notice to Seller within said period stating why the Services are not conforming. Failure by Buyer to give such notice constitutes unequivocal acceptance of the Services.

14. BILLABLE SERVICES: Additional charges will be billed to Buyer at Seller's then prevailing labor rates for any of the following: (a) any Services not specified in Seller's quotation, Seller's order acknowledgment, Seller's scope of work, or other documents referenced herein and therein; (b) any Services performed at times other than Seller's normal business hours; (c) if timely and reasonable site and/or equipment access is denied the Seller service representative; (d) if it is necessary due to local circumstances to use union labor or hire an outside contractor, Seller Service personnel will provide supervision only and the cost of such union or contract labor will be charged to Buyer; (e) if Service or repair is necessary to return equipment to proper operating condition as a result of other than Seller (i) maintenance, repair or modification (including without limitation changes in specifications or incorporation of attachments or other features); (ii) misuse or neglect (including without limitation failure to maintain facilities and equipment in a reasonable manner); (iii) failure to operate equipment in accordance with applicable specifications; and (iv) catastrophic accident, or other causes external to equipment; (f) Seller's performance is made more burdensome or costly as a result of Buyer's failure to comply with its obligations herein; or (g) any additional obligations or requirements, including but not limited to those related to insurance requirements, service delivery, building entry or technical training.

15. DRAWINGS: Seller's documentation prints and drawings ("Documents") (including without limitation the underlying technology) furnished by Seller to Buyer in connection with this Agreement are the property of Seller and Seller retains all rights including without limitation, exclusive rights of use, licensing and sale. Notwithstanding the foregoing, Buyer may use the Documents in connection with the Services and Parts.

16. EXPORT/IMPORT: Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States, and the jurisdictions in which the Seller and Buyer are established or from which Services and Parts may be supplied will apply to their receipt and use. In no event shall Buyer use, transfer, re-export, import, or export Parts in violation of such applicable laws, regulations, orders and requirements.

17. NON-SOLICITATION: Buyer shall not solicit, directly or indirectly, or employ any employee of Seller during the period any Services are being provided to Buyer and for a period of one (1) year after the last provision of Services.

18. GENERAL PROVISIONS: These Services Terms and Conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of these Services Terms and Conditions. No change, modification, rescission, discharge, abandonment, or waiver of these Services Terms and Conditions shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of Seller. No conditions, usage of trade, course of dealing, or performance, understanding or agreement purporting to modify, vary, explain, or supplement this Agreement shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this Agreement by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instructions, forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein. Seller reserves the right to subcontract Services to others. No waiver by either party with respect to any breach or default of any right or remedy, and no course of dealing shall be deemed to constitute a continuing waiver of any other breach or default of any other right or remedy unless such waiver is expressed in writing and signed by the member. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction.

The validity, performance and all other matters relating to the interpretation and effect of this Agreement shall be governed by the law of the state of Ohio without regard to its conflict of laws principles. Buyer and Seller agree that the proper venue for all actions arising in connection herewith shall be only in the County of Franklin, state of Ohio, and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

19. ADDITIONAL SERVICE CONDITIONS: The Buyer shall furnish to Seller, at no cost, suitable working space, storage space, adequate heat, telephone, light, ventilation, regulated electric power and outlets for testing purposes. The facilities shall be within a reasonable distance from where the Services are to be provided. Seller and its representatives shall have full and free access to the equipment in order to provide the necessary Services. Buyer authorizes Seller to send a service technician or an authorized agent to access any site requested by Buyer to perform Services including services on different scopes of work and equipment as requested by Buyer. Buyer shall provide the means to shut-off and secure electric power to the equipment and provide safe working conditions. Seller is under no obligation to remove or dispose of Parts or equipment unless specifically agreed upon in Seller's scope of work. Buyer shall immediately inform Seller in writing at the time of order placement and thereafter of any unsafe or hazardous substance or condition at the site including, but not limited to, the presence of asbestos or asbestos-containing materials, and shall provide Seller with any applicable Material Data Safety Sheets regarding the same. Any losses, costs, damages, claims and expenses incurred by Seller as a result of Buyer's failure to so advise Seller shall be borne by Buyer. Seller, in its sole discretion and without cost or penalty, reserves the right to cancel its performance under this Agreement or any order immediately upon written notice to Buyer following Seller's discovery of unsafe or hazardous site substance or condition or any other circumstance affecting Seller's performance of Services. Buyer shall appoint a representative familiar with the site and the nature of the Services to be performed by Seller to be accessible at all times that Seller personnel are at the site. Seller shall not be liable for any expenses incurred by Buyer in removing, replacing or refurbishing any Buyer equipment or any part of Buyer's building structure that restricts Seller access. Buyer personnel shall cooperate with and provide all necessary assistance to Seller. Seller shall not be liable or responsible for any work performed by Buyer.

20. INDEMNITY: Each party shall indemnify and hold the other party harmless from loss, damage, liability or expense resulting from damage to personal property of a third party, or injuries including death to third parties to the extent caused by a negligent act or omission of the party providing indemnification or a party's subcontractors, agents or employees during performance of services hereunder. Such indemnification shall be reduced to the extent damages or injuries are attributable to others. The indemnifying party shall defend the other party in accordance with and to the extent of the above indemnification, provided that the indemnifying party is: (i) promptly notified by the other party in writing of any claims, demands or suits for such damages or injuries; (ii) given all reasonable information and assistance by the other party; (iii) given full control over any resulting negotiation, arbitration or litigation, including the right to choose counsel and settle claims; or (iv) the indemnifying party's obligations hereon shall be deemed waived.

Ellis County, Texas
EXHIBIT A
Addendum 8
Schedule of Fees and Expenses
Local Government Solutions, LP

1.2

Let it be known that, in accordance with the Master Services Agreement, between Ellis County, Texas, (hereinafter County) and Local Government Solutions, (hereinafter LGS), Contract Number LGS03-0019, that all parties to this Agreement wish to acknowledge changes to Exhibit A, entitled, "Schedule of Fees and Expenses". These changes, modifications and/or additions are for the purpose of adding the 443rd Judicial District Court and the additional services associated with running and integrating with the new Ellis County Judicial District Court.

WHEREAS, this Addendum seeks the approval of this Court for the changes agreed to in principle by and between the Ellis County 443rd Judicial District Court and LGS;

WHEREAS, LGS and the County have an existing agreement in effect (LGS03-0019) to which this Addendum shall and can be legally attached and made part of;

WHEREAS, the Commissioners Court of the County has determined that such data processing services would be best provided by LGS.

NOW THEREFORE, having brought this matter before this Honorable Commissioners Court of Ellis County, Texas and received appropriate approval in an open meeting, the following changes and addenda to the existing agreement are herein agreed to and accepted as follows:

- 1) At the request of the 443rd Judicial District Court and by approval of the Ellis County Commissioners Court, LGS will increase the number of Judicial Case Management Licenses by 4 full Court licenses including adding the respective user logins.
- 2) LGS agrees to conduct a one (1) day training class for the 443rd District Court.
- 3) LGS shall begin billing the 443rd Judicial District Court on a monthly basis for the four (4) licenses at 197.00 per license which shall include all support, updates, new features, enhancements, annual updates, and legislative changes to the software.

- 4) Ellis County Commissioners Court hereby approve the addition cost for the 443rd Judicial District Court of \$788.00 for 4 licenses of the LGS DataPoint Software.

This Addendum shall become effective upon execution and except as modified herein, all other terms and conditions of the aforementioned Agreement shall remain in force and effect.

Agreed to by the Commissioners Court of Ellis County on this ____ day of _____, 2014.

Ellis County, Texas

Local Government Solutions, LP

Hon. Carol Bush
County Judge

William E. Hazeldean
President

Date: _____, 2014

Date _____, 2014

- 1 Copy – Ellis County Commissioner Court Records
- 1 Copy – Ellis County Clerk Records
- 1 Copy – Local Government Solutions
- 1 Copy – District Attorney Records

Please Return to LGS at:

Local Government Solutions, LP
5870 Hwy 6 North
Suite 201
Houston, Texas 77084

1-877-481-4111

CONTRACT FOR ANIMAL CONTROL AND SHELTERING SERVICES

This non-exclusive contract is entered into this ____ day of November, 2014, by and between Ellis County, Texas (herein referred to as "County"), and

**Ellis County Society for the Prevention of Cruelty to Animals
(herein referred to as "SPCA")
2570 FM 878
Waxahachie, Texas 75165**

NOW THEREFORE, in consideration of the hereinafter set forth agreements, covenants, and payments, the amount and sufficiency of which are acknowledged, the parties agree as follows:

**SECTION I
ANIMAL CONTROL ENFORCEMENT**

- 1. The SPCA Shall:
 - A. Impound for rabies observation on a twenty-four (24) hour basis and in accordance with state law and local ordinances regulating domestic animals suspected of having rabies and provide quarantine for such domestic animals under the guidelines of the Texas Department of Health.
 - B. Provide monthly reports to the County pertaining to sheltering activities.
 - C. Provide shelter services for the handling of domestic animals from the County, whether they are impounded or otherwise turned over to the SPCA by the County officers or officials.
 - D. Arrange for the humane destruction and disposal of dogs and cats as required. Such disposal and destruction shall be accomplished in a manner approved by the American Veterinary Medical Association, which shall not subject such animal to unnecessary pain.
 - E. Provide for the disposition of animals (excluding livestock) delivered by the County. If the owner is known, the SPCA shall advise the owner of disposal options. In the event the owner instructs the SPCA to dispose of the animal, a reasonable cost will be charged to the owner.
 - F. The SPCA shall maintain for a period of three (3) years, from the date that the animal was impounded, records of all animals returned to owner by classification of animal and name, which reasonably verify the first, second and third reoccurring offense status of animals.

- G. The SPCA shall be entitled to charge and collect fees, herein designated as “user fees” from animal owners from the schedule of fees published. Any and all amounts paid to the SPCA by owners of impounded animals under the terms of this agreement shall be retained by the SPCA.
- H. Any impounded animal at the SPCA that is not claimed as provided by the County’s animal ordinance under the terms of such ordinance shall become the property of the SPCA.
- I. Maintain care, custody, and control of any animal brought into the SPCA by the County and will be responsible for the care, maintenance, and safe keeping of that animal.

2. Animal Redemption

Impounded animals shall be released to owner or custodians, or authorized agent only upon satisfactory proof of ownership and payment of all applicable fees. All impounded animals must have proof of current rabies vaccination, as required by law, before being released from impound.

3. Injured and/or Diseased Animals

The SPCA shall consider the following factors in determining whether to dispose on an injured and/or diseased animal: whether a condition exists which seriously endangers the life of the animal, whether the animal appears to be in extreme pain, and whether the condition of the animal is going to require extensive or long-term veterinary and related care.

4. Impounded Dogs or Cats

The SPCA shall attempt to give notice to the owner, by telephone or regular mail, that the animal is being held at the shelter. The animal shall be held a minimum of seventy-two (72) hours following notice of impoundment. Under the terms of the County’s animal ordinance after the expiration of this period, the disposition of these animals is at the discretion of the SPCA. Notice to the owner shall be based on the best evidence available to the SPCA, including any information on the animal’s license or rabies tag or other identification found on the animal.

5. Research

The SPCA shall not sell, give, release, or otherwise transfer any animal for any type of research and/or experimentation purposes. All recipients of adopted animals shall agree in writing that said animals will not be used for any type of research and/or experimentation purposes.

6. Sterilization

The SPCA shall require all dogs and cats adopted pursuant to this agreement to be sterilized according to Texas state law. Surgeries will be performed in conjunction with any local veterinarian(s) who will agree to do such surgeries at a negotiated fee.

7. Shelter Hours of Operation

The County Animal Control Officers will have access to the building and facilities twenty-four (24) hours each seven (7) days per week for animal delivery.

8. Animal Disposal

The SPCA will offer disposal of deceased domestic animals for local residents and veterinarians for a fee to be determined by the SPCA.

SECTION II INSURANCE

The SPCA shall obtain and maintain insurance and shall provide copies of certificates of such insurance to the County showing the following insurance coverage to be in force throughout the term of the Contract:

1. Worker's Compensation in accordance with the Worker's Compensation Laws, Property Damage Insurance, Employer's Liability Insurance, and General Liability.
2. While the SPCA may maintain reasonable and customary deductibles, subject to approval by the County, the minimum limits for each of these coverages (except Workers Compensation) shall be \$1,000,000 per occurrence, per person for bodily injury and \$1,000,000 for property damage. Coverage must be written on an occurrence form. The General Liability should extend to include personal injury liability coverage as well as the indemnification provision of this agreement and should provide coverage for injury or death to third parties including but not limited to volunteers, invitees, guests or agents. The Property Damage Insurance in the amount of \$1,000,000 should cover at least any accidental damage or loss of property due to fire, accident, or other act occurring during performance of this Contract. In any event of a claim for damages presented by the County, no deductible shall be applicable to the County.

SECTION III COMMENCEMENT AND DURATION OF AGREEMENT

The term of this contract is November 1, 2014 through September 30, 2015, to be reviewed for renewal annually 60 - 90 days prior to the contract end date.

**SECTION IV
TERMINATION OF CONTRACT**

Either party may terminate this contract for cause with a ninety (90) day written notice stating therein the reasons for such cancellation. If termination shall be for cause, the party receiving such notice shall have a sixty (60) day period, after notice, to remedy the cause alleged for cancellation.

**SECTION V
MODIFICATIONS**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in this contract. All modifications to the contract will be made in writing and agreed upon by both the County and the SPCA.

**SECTION VI
CONFLICT OF INTEREST**

No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated Local Government Code Title 5, Subtitled C, Chapter 171.

**SECTION VII
SEVERABILITY**

Should any section, sentence, clause or phrase of this contract be held or determined to be invalid or unconstitutional for any reason, such holding shall not affect the validity of the remaining portions of this contract, which are declared to be severable.

**SECTION VIII
ADDITIONAL OBLIGATIONS**

1. **Liaison Officer.** The Executive Director for the Ellis County Society for the Prevention of Cruelty to Animals or his/her designee shall act as the SPCA's liaison officer with the County. The Ellis County Sheriff, or his designee, shall act as liaison officer of the County with the SPCA to receive and approve payments to the SPCA. All reports, recommendations, and any and all other correspondence shall be directed to the Ellis County Judge, or her designee, whose duty it shall be to see that the terms of this Agreement are complied with and to keep the County Commissioners informed as to the status of the Agreement with the SPCA.
2. **SPCA Board.** A designated member of the Commissioners' Court will be entitled to appear at the SPCA Board meetings as the liaison for the County. However, that person will not be a voting member of the Board.

SECTION IX ASSIGNMENT

The SPCA shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the County.

SECTION X VENUE

This contract will be governed and construed according to the laws of the State of Texas and is performable in the County of Ellis, Texas.

SECTION XI COMPENSATION AND PAYMENT

1. Litter is defined as puppies less than 8 weeks old that are five or less in number. Therefore, 5 or less is 1 animal, over 5 but under 11 is 2 animals, 11 and over but less than 16 is 3 animals.
2. Compensation for the SPCA shall be determined as follows: \$50.00 per animal up to 924 animals.
3. The total contract price from November 1, 2014 through September 30, 2015, is \$46,200.00.
4. Beginning in December, 2014, the SPCA will bill the County monthly for the prior month's charges. Payment to the SPCA will be made monthly for payment approval at the next available commissioner's court after receiving the invoice. The first bill will be due in December for the November 2014 charges. The monthly payments will be \$4,200.00.
5. In addition, all revenue collected for impounding, boarding, disposing and adoption of animals shall accrue to and become the property of the SPCA.
6. **Animal Boarding Surcharge.** This paragraph shall apply to uncollected or the amount of incurred but unreimbursed special and/or unforeseen expenses incurred by the SPCA in the performance of long-term boarding services for animals impounded for County pursuant to this agreement which are in the process of litigation or are in other unusual circumstances outside the scope of what the SPCA and County shall deem to be obligations outlined in Section I. These expenses include, but are not limited to, charges for long-term and specific quarantine and bite cases and/or animals involved in an investigation of charges of cruelty to animals. The SPCA shall provide such animal boarding services to the County, based on the following conditions:

- A. Ten Dollars (\$10.00) per day or any part thereof, which after reasonable collection efforts have been made, is not paid by the person responsible for the animal.
- B. No charge shall be made to the County for the first three (3) days of impoundment, but the SPCA is not precluded from recovering said charges from otherwise responsible persons.
- C. Where the SPCA has accepted animals for boarding for which it feels it is entitled to fees allowed hereunder and has not obtained County authorization for whatever reason, it shall give two (2) days' written notice to the County that it intends to terminate the boarding of these animals. Absent notification within two (2) days from the receipt of the notice by the County, the SPCA may proceed to dispose of the animals without any further responsibility and/or obligation to the County.

**SECTION XII
INDEMNIFICATION**

The SPCA shall defend, indemnify and hold harmless the County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons or property on account of any negligent or willful act or fault of the SPCA, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, this contract.

Executed in duplicate per minute Order No. _____ on this ____ day of _____, 2014.

Carol Bush
Ellis County Judge

Amy Fincher
Executive Director
Ellis County Society for the
Prevention of Cruelty to Animals

Date

Date

**A PROCLAMATION
OF THE ELLIS COUNTY COMMISSIONERS' COURT**

WHEREAS, Avalon Independent School District has been selected as a 2014 National Blue Ribbon School by the United States Department of Education for the achievement of academic excellence; and

WHEREAS, the designation as National Blue Ribbon School is considered the highest honor a U.S. school can achieve; and

WHEREAS, out of more than 100,000 U.S. schools, **Avalon Independent School District** is one of 340 schools nationwide, and one of 25 schools in the State of Texas that earned this distinction; and

WHEREAS, Avalon Independent School District earned this distinction by attaining and maintaining high academic standards; and based on the evaluation of five years of performance data, was selected as an Exemplary Performing School; and

NOW, THEREFORE BE IT PROCLAIMED, that the Ellis County Commissioners' Court hereby extends its congratulations to the students, teachers, principal, superintendent, and support staff of **Avalon Independent School District** for earning the distinction of being designated as a National Blue Ribbon School.

In witness thereof, signed the eighth day of December, 2014.

Carol Bush, County Judge

Dennis Robinson, Commissioner Precinct 1

Bill Dodson, Commissioner Precinct 2

Paul Perry, Commissioner Precinct 3

Ron Brown, Commissioner Precinct 4

Attest: _____
Cindy Polley, County Clerk

South Ellis County WSC

Ray Loveless – General Manager
PO Box 348
Italy, Texas 76651
972-483-6885

Board of Directors
Kevin Buck - President
Larry Byrnes - Vice-President
Mike Cheatham – Sec./Treas.
Russ Lewis - Director
Joe Windham- Director

November 3, 2014

South Ellis County Water Supply Corporation (a Non-profit Corporation) is requesting sponsorship from Ellis County to approve an application for a pass-through titled: *Ellis County 2015-2016 Texas Community Development Block Grant (CDBG) Application*. This application is to improve the service of a water system that has approximately 320 miles of line & serving 500 customers.

Best,



Ray Loveless

General Manager

This institution is an equal opportunity provider and employer.

2.4

**INTERLOCAL AGREEMENT
FOR ENFORCEMENT OF ELLIS COUNTY FIRE CODE
BETWEEN ELLIS COUNTY AND
CITY OF MAYPEARL**

THIS AGREEMENT is entered into by the following parties:

City of Maypearl, a general law municipality located in Ellis County, Texas, ("City") and
Ellis County, Texas, a political subdivision of Texas.

RECITALS

City and County have each determined that it would be mutually advantageous for County to enforce the Ellis County Fire Code within the municipal boundaries of City.

County is authorized to provide the services described in this agreement and to enter into an exclusive agreement with City for these services by TEX.LOC.GOV'T CODE ANN., §233.061 (b).

City and County are authorized to enter into this agreement in all respects by TEX. GOV'T. CODE ANN., Ch. 791.

AGREEMENT

City and County agree as follows:

1.0 Definitions

- 1.01 Council - "Council" means City Council of the City of Maypearl
- 1.02 Commissioners Court - "Commissioners Court" means Ellis County Commissioners Court.
- 1.03 County - "County" means Ellis County Texas acting by and through the Fire Marshal.
- 1.04 Day - "Day" means calendar day.
- 1.05 Fire Code Inspections(s) - "Fire Code Inspections(s)" means the review of plans, the issuance of building permits, the inspection of installations, the issuance of operating permits for compliance with the Ellis County Fire Code upon request for a permit. It also includes the investigation of complaints and the inspection of establishments upon receipt of requests or complaints about non-compliance with the Ellis County Fire Code. Inspection includes all follow-up necessary to insure compliance with Ellis County Fire Code.

- 1.06 **Fire Marshal** - "Fire Marshal" means the Ellis County Fire Marshal and his designated fire inspectors who are employed in his office.
- 1.07 **Fire Regulations Inspections(s)** - "Fire Regulations Inspections(s)" means the routine inspection of establishments and the investigation of complaints and the inspection of establishments upon receipt of requests or complaints about non-compliance with any applicable federal, state, and county rules or regulations related to fire control and fire prevention and establishing the requirement for annual permits and fees. Inspection includes all follow-up necessary to insure compliance with any applicable federal, state and county rules or regulations related to fire control and fire prevention and establishing the requirement for annual permits and fees. Routing inspections means annual inspection and all follow-up necessary to insure compliances with applicable federal, state, and county rules or regulations related to fire control and fire prevention and establishing the requirement for annual permits and fees.
- 1.08 **In the City of Maypearl** - "In the City of Maypearl" means any location within the full purpose corporate limits of the City of Maypearl and does not include locations within in extraterritorial jurisdiction or its limited purpose jurisdiction.
- 1.09 **Ellis County Fire Code** - "Ellis County Fire Code" means the County Code at the time of service, even if County has revised this chapter after execution of this Agreement. All definitions in the Ellis County Fire Code are incorporated the same as if set forth in full in this Agreement.

2.0 Term of Agreement

- 2.01 **Initial Term** - This interlocal agreement begins on the date when it has been executed by both parties and ends on September 30, 2015 unless earlier terminated by either party in compliance with 13.0 of this Agreement.
- 2.02 **Renewal Term** - This interlocal agreement, as properly amended or modified from time to time, automatically renews on October 1, 2015 for a term of one year and automatically renews for term of one year every year after that unless terminated by either party in accordance with 13.0 of this Agreement.

3.0 Responsibilities of City

- 3.01 **Exclusive Provider** - City grants County the exclusive right to provide the services described in this Agreement in the City of Maypearl.
- 3.02 **Creation of Fire Marshal's Authority** - Prior to or concurrent with the approval and execution of this Agreement, City shall pass whatever ordinances, orders, rules, or resolutions may be necessary under its governing documents to give the same powers, rights, and privileges to the Fire Marshal that the Fire Marshal would have as a

designated department of City. Despite this authority, employees of the Office of the Fire Marshal are not employees of City and work solely for County.

- 3.03 Adoption of Ellis County Fire Code - City shall pass an ordinance, order, rule or resolution adopting the Ellis County Fire Code in City of Maypearl.
- 3.04 Establishment of Fees - City authorizes Commissioners Court to set permit fees in the City of Maypearl at the same amount as fees for the unincorporated area of Ellis County set by Commissioners Court.
- 3.05 Payment For Services - City assigns to County its right to receive any permit fees to be paid by applicants for permits under the Ellis County Fire Code related to the construction of buildings and any fees payable for any inspections or services provided under this Agreement. City authorizes all applicants to pay the permit fees directly to the County through the County Treasurer in accordance with procedures established by County from time to time. City authorizes all establishments seeking other services under this Agreement to pay the applicable fees directly to the County through the County Treasurer in accordance with the procedures established by County from time to time.
- 3.06 Notice of Complaints - City acknowledges that all calls about any complaints related to services under this Agreement should be made to Ellis County Fire Marshal's Office (ECFMO).
- 3.07 Fire Code Inspection - For Fire Code Inspections under this Agreement, City designates the Fire Marshal to receive information for administering the provisions of and prosecuting violations of the Ellis County Fire Code. The procedures for requests for hearings, and for actions taken as a result of those hearings are set forth in the Ellis County Fire Code, including imposing any related penalties described in it, within the limits imposed by applicable law.
- 3.08 Fire Regulation Inspection - For Fire Regulation Inspections under this Agreement, City designates the Fire Marshal to receive information for prosecuting violations of any applicable federal, state, and county rules or regulations related to fire control and prevention and establishing the requirement for annual permits and fees. City authorizes County to take whatever action is necessary to enforce the applicable rules, including and related penalties described in the other applicable federal, state, and county rules or regulations related to fire control and prevention and establishing the requirement for annual permits and fees, within the limits imposed by applicable law.
- 3.09 Legal Action - In any legal action which is required as a result of the services provided under this Agreement, the Ellis County and District Attorney is responsible for judicial prosecution of violations of the applicable Ellis County Fire Code and any applicable federal, state, and county rules or regulations related to fire control and prevention and establishing the requirement for annual permits and fees. Prosecution of all violations of the applicable federal, state and county rules or regulations related to fire control and

prevention and establishing the requirement for annual permits and fees shall be brought in the Court of competent jurisdiction as set forth in those federal, state, and county rules or regulations.

- 3.10 Compliance with Laws - City shall comply with all applicable laws, rules and regulations in the performance of this agreement.
- 3.11 Appeals and Hearing Procedures - The Maypearl City Council shall assume all procedures, duties, and responsibilities assigned to the Ellis County Commissioners Court within Part 6 – Appeals and Hearing Procedures of the Ellis County Fire Code.

4.0 Responsibilities of County

- 4.01 Enforcement of Ellis County Fire Code To the extent allowed by law and this Agreement, County shall administer and enforce the Ellis County Fire Code and carry out the following services related to it in City of Maypearl:
 - 4.01.01 review plans of applicants for permits under it,
 - 4.01.02 issue building permits under it, and
 - 4.01.03 perform inspections of installations required by it, and
 - 4.01.04 the investigation of complaints and the inspection of establishments upon receipt of requests or complaints about non-compliance.
- 4.02 Complaint Investigation - County shall investigate Ellis County Fire Code complaints and complaints about violations of any other applicable federal, state and county rules or regulations related to fire control and prevention. If the investigations of a complaint reveal the violation of the Ellis County Fire Code or any other applicable federal, state and county rules or regulations related to fire control and preventions, County shall enforce these legal requirements to the extent allowed by law except that County's enforcement shall not include condemnation of buildings, enforcement of zoning ordinances, or enforcement of flood plain ordinances.
- 4.03 Other Permit Inspections - County shall routinely inspect establishments for compliance with any applicable federal, state and county rules or regulations that establish the requirement for permits and fees pursuant to those rules or regulations. These inspections include all follow-up necessary to insure compliance with the applicable federal, state, and county rules or regulations. Routine inspections may be either inspected prior to and as part of both the initial state licensing proves and all renewals of the state license or the annual inspection and all follow-up necessary to insure compliance with state rules and regulations.
- 4.04 Credit for Fees - County may perform any reasonable activities necessary to collect fees for

services provided. County may retain all fees collected.

4.05 Annual Reports - Annually County shall provide City with at least a summary report for the information provided:

- 4.05.01 the number of applications received in the City of Maypearl
- 4.05.02 the number of permits issued in the City of Maypearl, and
- 4.05.03 the number and type of inspections related to other laws that are performed.

4.06 Access to reports, Records, and Facilities - County shall provide City with full access to all records and reports about the Ellis County Office of the Fire Marshal that are available by law to members of the public generally.

4.07 Compliance with Laws - County shall comply with all applicable laws, rules, and regulations in the performance of this agreement.

5.0 Fees

5.01 Fire Code Permits - County shall charge applicants for permits in City of Maypearl based on the fees that are approved by the Commissioners Court.

5.02 Other Fire Regulation Fees - County shall charge businesses needing an inspection in City of Maypearl based on the fees that are approved by the Commissioners Court.

6.0 Liability

6.01 Limits of Liability - City is not liable for any claims, damages, or attorney fees arising from the negligent or illegal acts of County of its employees or agents in relation to the services provided by County under this Agreement. County is not liable for any claims, damages, or attorney fees arising from the negligent or illegal acts of City of its employees or agents in relation to the responsibilities of City under this Agreement.

6.02 Shared Liability - If both County and City are liable for any claims or damages arising from the actions of City and County in relation to the services provided under this Agreement, City and County are individually liable for the portion of the claims, damages, and attorney fees attributable to each that arise from their actions or those of their respective employees and agents as determined by a court adjudicating the matter or as agreed in any settlement.”

7.0 Acknowledgements

7.01 Ellis County Fire Code - City acknowledges that, under the terms of this Agreement, City must approve ordinances, orders, rules, or resolutions adopting the Ellis County Fire Code. City further acknowledges and agrees that this Ellis County Fire Code supersedes

any other ordinances, orders, rules, resolutions, or other enactments by City related to the regulations being implemented under this Agreement.

7.02 **Limit of Representative Authority** - City and County intend to enter this agreement as independent contractors and assume all of the rights, obligations and liabilities applicable to it as an independent contractor. This Agreement shall be construed to give effect to this intent. Neither party is authorized to represent the other for any purpose whatsoever without the prior written consent of the other party. Employees of City shall not be considered to be employees of County. Employees of County shall not be considered to be employees of City.

7.03 **Limit on Agents** - No agent, official, employee, or representative of County has the authority to amend or assign this agreement or waive violations of it unless expressly granted this specific authority by the Commissioners Court. No agent, official, employee, or representative of City has the authority to amend or assign this agreement or waive violations of it unless expressly granted this specific authority by the City Council.

8.0 Amendment of Agreement

8.01 The only modification concerning this agreement that has any force or effect is a subsequent amendment in writing signed by both parties. No official, representative, agent, or employee of County or City has any authority to modify this agreement except pursuant to specific authority to do so expressly granted by the respective governing body.

9.0 Entire Agreement

9.01 This agreement supersedes any and all other agreements, either oral or in writing, between the parties to it with respect to the subject matter of it and contains all of the covenants and agreements between the parties with respect to this subject matter. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any party which are not embodied in this agreement and that any agreements, statements, or promises not contained in this agreement are not valid or binding.

10.0 Breach

10.01 The failure of either party to comply with the terms and conditions of this agreement is a breach of this agreement.

11.0 Dispute Resolution and Jurisdiction

11.01 When mediation is acceptable to both parties in resolving a dispute arising under this agreement, the parties shall use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in the TEX. CIV. PRAC.

AND REM. CODE ANN., §154.073. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation must remain confidential as described in TEX. CIV. PRAC. AND REM. CODE ANN., §154.073, unless both parties agree, in writing, to waive the confidentiality.

- 11.02 Jurisdiction – This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created under it are performable in Ellis County, Texas. The appropriate venue for any dispute arising out of this agreement shall be a district court of Ellis County, Texas.

12.0 Waiver and Reservation of Rights

- 12.01 Waiver - The waiver by either party of a breach of this agreement shall not constitute a continuing waiver of that breach or of a subsequent breach of the same or a different provision, unless the party not in breach agrees to a waiver.
- 12.02 Reservation of Rights and Remedies - All rights of both parties under this agreement are specifically reserved. Any reimbursement, installment, payment, act, or omission by a party shall not impair or prejudice any remedy or right of that party under this agreement. Any right or remedy stated in this agreement shall not preclude the exercise of any other right or remedy under this agreement, the laws or in equity, and any action taken in the exercise of any right or remedy shall not be deemed a waiver of any other rights or remedies.

13.0 Termination

- 13.01 Annual Termination - Either party to this agreement may terminate this agreement by giving 90 days prior written notice to the other party.
- 13.02 Mutually Agreed Termination – This agreement may be terminated at any time by mutual agreement of the parties.
- 13.03 Termination for Breach - Either party may terminate this agreement if it is found that the other party has breached this Agreement. Prior to termination, the terminating party shall provide written notice to the other party of any breaches. Upon receipt of this notice, the breaching party has 90 days to correct the breaches or explain why the actions do not breach this Agreement to the satisfaction of the terminating party. Failure to correct the breaches or give a satisfactory explanation within 90 days results in automatic termination of this Agreement at the end of the 90-day period unless the parties agree in writing to extend the time to cure the breaches.
- 13.04 Survival of Provisions - If this agreement is terminated, the terms about fees and payments survive the termination until each fee is paid.

14.0 Notice

14.01 Written Notice All notices sent pursuant to this agreement shall be in writing and either hand delivered or sent by registered or certified mail, postage prepaid, return receipt requested.

14.02 County Address Notice sent pursuant to this agreement shall be delivered or sent to County at the following addresses:

County Judge, Ellis County
101 W. Main Street
Waxahachie, TX 75165

14.03 City Address Notice sent pursuant to this agreement shall be delivered or sent to City at the following addresses:

Mayor, City of Maypearl
104 E. Second Street
Maypearl, TX 76064

14.04 Time of Delivery When notices sent are hand delivered, notice is effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three days after deposit in a U.S. mail box or at a U.S. post office.

14.05 Change of Address Change of Address Either party may change its address for notice under this agreement by providing a notice of the change to all parties in compliance with this paragraph.

15.0 Parties Bound

15.01 This agreement shall be binding upon and inure to the benefit of the parties to it and to their respective legal representatives and successors where permitted by this agreement. This agreement is not assignable without consent of the other party which shall not be unreasonably withheld.

16.0 Interpretational Guideline

16.01 Third Party Rights Not Created - This agreement is not intended and shall not be construed to create any rights or remedies in any person or legal entity that is not a party to it and neither County nor City is waiving any defense or immunity to which it is entitled against any person or legal entity that is not a party to it.

16.02 Texas Law to Apply - This agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created under it are performable in Ellis County, Texas.

**INTERLOCAL COOPERATION CONTRACT
BETWEEN
COUNTY OF ELLIS AND THE ITALY INDEPENDENT SCHOOL DISTRICT**

WHEREAS, the hereinafter below described government entities desire to increase their efficiency and effectiveness by entering into this contract one with the other: and

WHEREAS, such contracts are authorized under Chapter 791 of the Government Code of the State of Texas, said law cited as the Interlocal Cooperation Act of the State of Texas: and

WHEREAS, the function of service contracted for and to be provided by this agreement is within the definition of "Governmental Function and Services" as defined by Section 791.003 of the Government Code: and

WHEREAS, the function of service contracted to be provided is a function or service that each party to the contract is authorized to perform individually;

NOW THEREFORE, the parties agree and covenant one with the other as follows:

- A. The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and/or construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall further be authorized to sell the ISD goods and services.
- B. The Italy Independent School District (hereinafter ISD) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C. The ISD, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to ISD.
- D. The terms of this agreement shall be from Oct. 1, 2014 to Sept. 30, 2015.
- E. Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building, or other facility, the following:
 - 1. that prior to beginning said project, a work order in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location: and

2. that the payment and penalty provisions set out in Section 791.014 (c and d) of the Government Code Interlocal Cooperation Act shall apply to this contract.

F. ISD agrees to pay COUNTY within (30) days of billing by COUNTY for the goods, governmental function, and/or services provided in an amount that fairly compensates COUNTY for service or functions performed by COUNTY under this Contract.

EXECUTED in duplicate this the _____ day of _____, 2014.

COUNTY OF ELLIS

CAROL BUSH
County Judge, Ellis County, Texas

Attest:

Ellis County Clerk

ITALY INDEPENDENT
SCHOOL DISTRICT



JAIME VELASCO
Italy ISD Superintendent

Attest:



School Board President

WORK ORDER UNDER INTERLOCAL AGREEMENT

Service Provider: Ellis County, Texas

Department to Provide Service: Road & Bridge, Pct. 3

Basis of Authority to Provide Service: *Interlocal Agreement dated:* _____

per Commissioners Count Minute Order _____

Local Government Requesting Service: _____

Description of Project to be Undertaken: _____

Location of Project to be Undertaken: _____

Requested by: _____

Department: _____

APPROVED in Open Commissioners Court per Minute Order No. _____ on the _____ day of _____, 2014/2015.

County Judge, Ellis County, Texas

ACCEPTED AND AGREED TO this _____ day of _____, 2014/2015.

Signature: _____

Title: _____

On Behalf of: _____